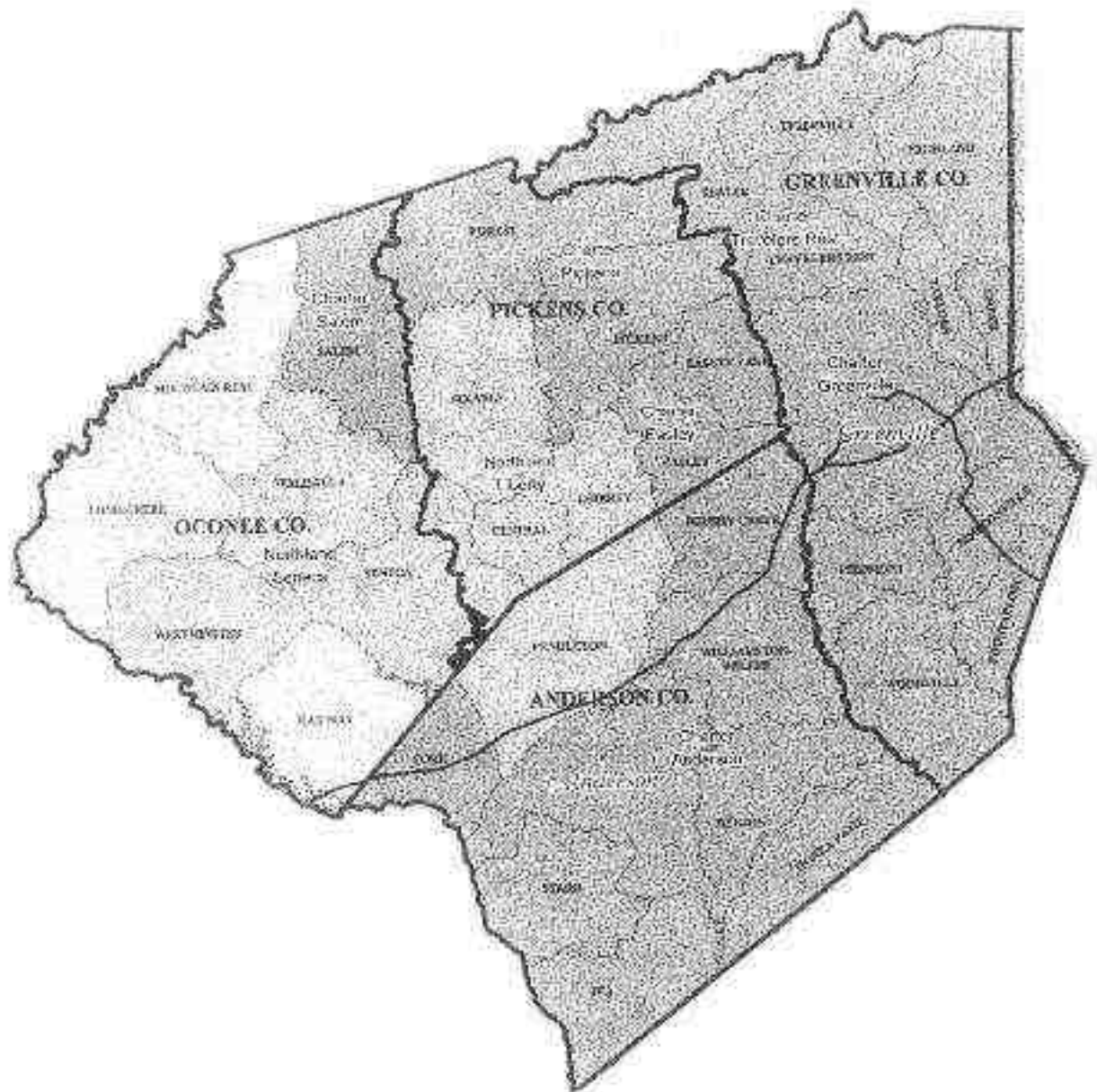


A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, OCTOBER 16, 2001
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Presentation of "CERTIFICATE OF APPRECIATION TO OCONEE COUNTY ROAD DEPARTMENT PERSONNEL" - Mrs. Ann Hughes, Supervisor
5. First Reading of Ordinance 2001-08, "AN ORDINANCE GRANTING AN NON EXCLUSIVE FRANCHISE TO CHARTER COMMUNICATIONS, LLC
6. First Reading of Ordinance 2001-19, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TYCO HEALTHCARE GROUP L.P. PROVIDING FOR PAYMENT OF A FEE IN LIEU OF TAXES" - Mr. Edward Klusters, Bond Counsel & Mr. Jim Alexander, Economic Development Director
7. Consideration of Bids for Replacement of Force Main for Choestoea Pump Station - Mr. Robert Winchester, Superintendent, Sewer Commission
8. Consideration of Request for Contingency Funds in the Amount of \$1,890 for Computers - Mr. Roger Williams, Assessor
9. Consideration of Request for Contingency Funds in the Amount of \$2,000 for Vehicle Maintenance - Mr. Lee Davis, Vehicle Maintenance Director
10. Consideration of Approval of Seneca Landfill Methane Remediation Plan - Ms. Marianne Dillard, Procurement Director, Ms. Sandra Smith, Interim Solid Waste Director, Mr. Robert Banks, County Engineer & Mr. Alan Pope, Goldie & Associates
11. Consideration of Approval of Budget Adjustment Authorization - Mr. Hoyt Orr, Roads & Bridges Superintendent
12. Consideration of Request for Contingency Funds in the Amount of \$800 for Supplemental Insurance Policy for Volunteer Fire Fighters - Mr. Dave Mahn, County Risk Manager

OCONEE COUNTY



Digital Music Choice

- 900 Hitlist Hits
- 901 Adult Contemporary
- 902 Classic Hits Blend
- 903 70's Hits
- 904 80's Rock
- 905 Alternative Rock
- 906 Classic Rock
- 907 Album Rock
- 908 Coffeehouse Rock
- 909 Rock & Roll Outlets
- 910 Golden Oldies
- 911 Contemporary Christian
- 912 Gospel
- 913 Reggae
- 914 Urban Beat
- 915 Rap
- 916 Urban Adult Contemporary
- 917 Blues
- 918 Classic R & B
- 919 Modern Country
- 920 Rock 'n' Country
- 921 New Age
- 922 Trends
- 923 Dance
- 924 Retro Dance/Disco
- 925 Great Standards
- 926 Acid Jazz
- 927 Classic Jazz
- 928 Smooth Jazz
- 929 Jazz Vocal Blends
- 930 Contemporary Instrumentals
- 931 Soft Hits
- 933 Symphonic
- 934 Lite Classical
- 935 Children's
- 936 Holidays & Happenings
- 937 The Listening Room

Charter Digital Direct

PRICING

Individual

Limited Basic	\$11.95
Expanded Basic	\$22.50
	<hr/>
	\$33.95

Charter Digital Direct Services

CDD Basic Complete	\$49.95/month
CDD MVP Package	\$64.95/month
Digital Converter/Remote	\$6.95/each
PPV Movies	\$3.99/each

Installation

Standard Installation	\$42.50
Drop Burial	\$25.00
Reconnect	\$25.00
Transfer Service	\$25.00
Hourly Service Charge	\$23.50
Wire Maintenance	\$2.95

Prices exclude monthly fees for Basic and Expanded Services, as well as applicable taxes and franchise fees. Pricing and programming subject to changes.

Charter Digital Direct

Channel Line-up

Keowee Key
Customer Service
226-6605

After Hours Repair: 800-955-7766
Office Hours: M-F 8:00am-5pm
Repair: 24 Hours

Basic Expanded

CHARTER CHANNEL	RECENT & CLASSIC MOVIES
97 CINEMAX	MOVIES, COMEDIES, SPORTS MOVIES, SPECIALS
99 THE MOVIE CHANNEL	MOVIES, SPORTS, SPECIALS
2 SHOWTIME	MOVIES, SPORTS, SPECIALS
3 HBO	MOVIES, SPORTS, SPECIALS
4 WIBC-Greenville (H)	WIB Network Programming
5 WISF-Greenville (H)	WISF Network Programming
6 WYFF-Greenville (H)	WYFF Network Programming
7 WSPA-Spartanburg (H)	WSPA Network Programming
8 WASH-Greenville (H)	WASH Network Programming
9 WMTV-Greenville (H)	WMTV Network Programming
10 ESPN	ESPN Network Programming
11 WDRB-Chicago	WDRB Network Programming
12 WAFB-Greenville (H)	WAFB Network Programming
13 WALO-Alexandria (H)	WALO Network Programming
14 Comcastary Access	Turner Network Services
15 TNT	Fantasy Programming
16 FOX Family Channel	Art & Entertainment
17 A&E Network	24-Hour News & Information
18 CNN	Women's Lifestyle Programming
19 Lifetime Television	Criminal News & Documentaries
20 CNBC	Market News, Movies
21 USA Network	24-Hour Sports
22 ESPN	24-Hour Sports
23 The Recovery Channel	24-Hour Weather
24 The Weather Channel	Documentaries, Mini-Series
25 The History Channel	Current News, Archives
26 Headline News	All Time Classic Movies
27 American Movie Classics	TV Comedy Network
28 Comedy Central	Travel, Tax & Information
29 The Travel Channel	Children's Programming
30 Nickelodeon	Regional Sports
31 FOX Sports Net	Entertainment Television
32 E!	Country Music Videos
33 Country Music Television	Home Improvement
34 Home & Garden Television	Education, Special Interest
35 The Learning Channel	Independent Superstation
36 TBS-Atlanta	Country Music & Variety
37 TNN	24-Hour Sports
38 ESPN2	Prepared-to-the-Air
39 Bravo	Contemporary Music Videos
40 VH-1	Tourism, Instruction, News
41 The Golf Channel	Shopping At Home
42 CNN Network	Class, Movies
43 Turner Classic Movies	Class, Sitcoms, Dramas
44 TV Land	Fantasy Entertainment
45 Disney Channel	24-Hour News & Information
46 FOX News	Tournaments, Instruction, News
47 Turner South	Devoted to the Animal Kingdom
48 Animal Planet	Dining, Food Preparation
49 Food TV	Series, Live Programming
50 FX	Computer & Internet Information
51 Tech TV	Regional Sports
52 Charter	Local Sports, Regional Sports

Charter Digital Direct Basic

CHARTER CHANNEL	RECENT & CLASSIC MOVIES
221 Icon Diversity	24-Hour Disney Cartoons
223 Nickelodeon GMS	Nickelodeon Games & Sports
224 Weighin	Critique's Programming
225 Discovery Kids	Pre-school, Saturday Programming
226 Discovery Science	Science Technology
227 Discovery-Collection	Historic Events & Current Affairs
228 Discovery Home & Lifestyle	Home Improvement
229 Discovery Wings	Science Fiction Programming
230 Discovery Health	Health, Nutrition, Fitness
231 Health Network	Health & Medical Information
232 Tech TV	Computer & Internet Information
233 Bloomberg	24-Hour Animation Network
234 ESPN2	Class, Sitcoms & Dramas
235 ESPN	Hunting, Fishing, Hunting, Biking
236 Outdoor Channel	Documentaries, Mini-Series
237 The History Channel	Documentaries, History
238 History International	International History
239 Biography	Biographies & Documentaries
240 Style	Fashion Programming
241 Game Show Network	Game Shows
242 Inspirational (H&C) HD	Religious Programming
244 Trinity Broadcasting	Religious Programming
246 NewsWorld International	International News
248 CNN	Sports News Network
249 ESPN	24-Hour Sports
250 ESPN Classic	Memorable Sporting Events
251 The Golf Channel	Tournaments, Instruction, News
252 Speedvision	Automotive & Sports Programming
253 Outdoor Life Channel	Hunting, Fishing, Hiking, Biking
255 World Music	Music Television
257 MTV2 (MS)	Music Television
258 BET on Jazz	Jazz Music Videos
259 WTVX Localization	Rock Music Videos
270 VH-1 Country	Country Music Videos
271 VH-1 Classic Rock	Rock Music Videos
272 VH-1 Soul	R & B Music Videos
444 Independent Films Channel	Independent Film, Documentaries
445 Turner Classic Movies	Commercial-Free Classic Movies
446 WE	Women's Entertainment
447 Bravo	Devoted to the Arts
418 Lifetime Movie Network	Women's Lifestyle Movies
419 FX Movies	Series, Live Programming
455 Sci-Fi Channel	Science-Fiction Programming
467 HGTV	Home Improvement
468 BBC America	Series, News, Comedies

Charter Digital Direct Premiums

CHARTER CHANNEL	RECENT & CLASSIC MOVIES
880 PLEX	MOVIES, COMEDIES, SPORTS
881 HBO (E)	MOVIES, COMEDIES, SPORTS
882 HBO (W)	MOVIES, SPORTS, SPECIALS
883 HBO Plus (E)	MOVIES, SPORTS, SPECIALS
884 HBO Plus (W)	MOVIES, SPORTS, SPECIALS
885 HBO Signature (E)	MOVIES, SPORTS, SPECIALS
886 HBO Signature (W)	MOVIES, SPORTS, SPECIALS
887 HBO Family (E)	Family, Comedies, Sports
888 HBO Family (W)	Family, Comedies, Sports
CINEMAX PLEX	Recent & Classic Movies
566 Cinemax (E)	Recent & Classic Movies
567 Cinemax (W)	Recent & Classic Movies
568 MovieMax (E)	Recent & Classic Movies
569 MovieMax (W)	Recent & Classic Movies
SHOWTIME PLEX	Movies, Comedies, Sports
577 Showtime (E)	Movies, Comedies, Sports
578 Showtime (W)	Movies, Comedies, Sports
579 Showtime 2 (E)	Movies, Comedies, Sports
580 Showtime 2 (W)	Movies, Comedies, Sports
581 Showtime 3 (E)	Movies, Comedies, Sports
582 Showtime 3 (W)	Movies, Comedies, Sports
583 Showtime Extreme (E)	Action, Adventure Movies
584 Showtime Extreme (W)	Action, Adventure Movies
TMC PLEX	Continuous Movies
585 TMC (E)	Continuous Movies
586 TMC (W)	Continuous Movies
590 TMC 2 (E)	Continuous Movies
591 TMC 2 (W)	Continuous Movies
STARZ PLEX	Commercial Free Movies
600 Starz (E)	Commercial Free Movies
601 Starz (W)	Commercial Free Movies
602 Starz 2 (E)	Commercial Free Movies
603 Starz 2 (W)	Commercial Free Movies
604 Black Starz	BET Movies
SNORE PLEX	Commercial Free Movies
605 Snore (E)	Commercial Free Movies
606 Snore (W)	Commercial Free Movies
607 Snore True Stories (E)	Non-Fiction Movies
608 Snore True Stories (W)	Non-Fiction Movies
609 Snore Action (E)	Action Movies
610 Snore Action (W)	Action Movies
611 Snore Westerns (E)	Western Movies
612 Snore Westerns (W)	Western Movies
613 Snore Love Stories (E)	Romantic Movies
614 Snore Love Stories (W)	Romantic Movies
615 Snore Mysteries (E)	Mystery, Suspense Movies
616 Snore Mysteries (W)	Mystery, Suspense Movies
Charter INDEMAND	Pay-Per-View Programming
801-806 Charter INDEMAND	Pay-Per-View Programming
834 Hot Choice	Pay-Per-View Programming
835 BPT Action	Pay-Per-View Programming
840 ESPN Extra	Pay-Per-View Programming
851 ESPN Now	Pay-Per-View Programming
852-857 ESPN Sports	Pay-Per-View Programming
897 Playboy (Adult)	Pay-Per-View Programming
898 Spice (Adult)	Pay-Per-View Programming
899 Spice 2 (Adult)	Pay-Per-View Programming



FACT SHEET

Overview: Charter Communications, a Wired World Company, was founded in 1993. Today, it is the fourth largest cable company in the United States. Charter was acquired in 1998 by Paul G. Allen, co-founder of Microsoft. By the end of 1999 Charter had acquired the assets and subscribers of a dozen cable operations expanding its customer base to approximately 6.2 million. Recent acquisitions from ATT in 2001 has increased that number to almost 7 million. Charter operates in 40 states and is headquartered in St. Louis, Mo. Its Eastern Division office is located in Mauldin, SC and its South East Region office is in Greenville, SC.

Wired World: In Paul Allen's Wired World, technology is focused on giving consumers friendly technology that helps them work, play or learn by using enhanced cable. Also known as "broadband", enhanced cable can be a delivery system for the tremendous amount of digital information speeding along fiber optic expressways. The Wired World will connect customers to information and can be personalized for each individual.

Innovations: Over the next few years, Charter will spend more than 3.5 billion dollars to accelerate its upgrade and rebuild of the cable infrastructure which will bring new services and introduce Allen's innovations to its customers (over \$100,000,000 here in the upstate). Charter Communications is currently working with many of Paul Allen's companies to deliver the Wired World including Go2net, a Web portal that allows users to navigate to online destinations via either TV or PC, and High Speed Access Corp. (HSA), a provider of high speed internet access via cable modems.

In several of its communities, Charter is testing WTK interactive television, and is already offering Charter Digital Cable and Charter Pipeline high speed internet access. In Spartanburg we have already launched Video on Demand (VOD) which as the name implies allows you to order Pay Per View movies when you want with full VCR functionality to pause, fast forward, rewind and watch as much as you want until Midnight the next night. This service is being rolled out across the upstate, as systems are upgraded. These and other services such as interactive TV, which will allow the surfing of the internet through your television, will be introduced in more locations in the near future.

Paul Allen: Paul G. Allen co-founded Microsoft Corp. with Bill Gates in 1975 and served as the company's senior technology officer until 1983. Today he owns and invests in a suite of companies exploring the potential of digital communications. His business strategy includes encouraging communications and synergy between his companies as they work on delivering the Wired World to customers.

13. Consideration of Adoption of EMS Grant in the Amount of \$26,106 - Mrs. Melissa Brown - Budget/Grants Supervisor
14. Approval of Resolution 2001-32, "A RESOLUTION OF CONGRATULATIONS TO THE FAIR PLAY FIRE DEPARTMENT"
15. Third & Final Reading of Ordinance 2001-11, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL & PROCEDURES MANUAL"
16. Consideration of Adoption of Ordinance 2001-17, "AN EMERGENCY ORDINANCE TO TAKE NECESSARY ACTION TO PROTECT THE HEALTH & WELL BEING OF THE OCONEE COUNTY CITIZENS DURING THE "ENDURING FREEDOM" CAMPAIGN"
17. Third & Final Reading of Ordinance 2001-14, "AN ORDINANCE TO AMEND ORDINANCE 2001-03, OCONEE COUNTY BUDGET ORDINANCE"
18. First Reading of Ordinance 2001-16, "AN ORDINANCE TO AMEND SECTION 1-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN, RESCINDING ORDINANCE 2000-20"
19. Consideration of Approval of Grant in the Amount of \$250 to the Anderson-Oconee Council on Aging - Mrs. Ann Hughes, Supervisor
20. Old Business
21. New Business
22. Public Comment Session (Not to exceed thirty minutes)
23. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk.

The Oconee County Council will meet with the Oconee County Library Board & Consultant Monday, October 15, 2001 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing proposed plans for the Oconee County Library System.

The Oconee County Council will meet with the Oconee County Sewer Commission, Oconee Municipalities & Planning Commission Tuesday, October 16, 2001 at 9:00 AM in Council Chambers, 415 South Pine Street, Wainalla, SC for the purpose of discussing sewer needs and proposed water authority.

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, October 16, at 1:30 PM for the purpose of discussing several building and grounds needs.

There will be a Roads & Transportation Committee Tuesday, October 16, 2001 at 2:15 PM in Council Chambers for the purpose of discussing a roadway in the Mt. Tabor Community.

The Oconee Personnel & Intergovernmental Committee will meet Tuesday, October 16, 2001 at 2:30 PM in Council Chambers for the purpose of discussing Ordinance 2001-11.

The Oconee County Educational Task Force will meet Monday, October 22, 2001 at 4:00 PM in Council Chambers for the purpose of discussing educational economic needs in the county.

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Tuesday, November 6, 2001 at 5:00 PM for the purpose of discussing several safety issues.

MEMBERS, OCONEE COUNTY COUNCIL

Vacant, District I Mr. Kenneth B. Johns, Jr., District II
Mr. Harry R. Hamilton, District III Mr. Marvin E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, October 16, 2001 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum – WGOG Radio, Armanda Rylander – Daily Journal & Ashton Hester – Keowee Courier.

Call to Order:

The meeting was called to order by Supervisor-Chair Hughes.

Invocation:

Mr. Ables gave the invocation.

Minutes:

Mr. Lyles made a motion, seconded by Mr. Johns, approved 4 – 0 that the minutes of the regular meeting held October 2, 2001 be adopted as printed.

Ordinance 2001-18:

Upon request of Mr. Richard Argus, Northland Cable, Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2001-18, "AN ORDINANCE GRANTING A NON EXCLUSIVE FRANCHISE TO CHARTER COMMUNICATIONS, L.L.C." be adopted on first reading in title only.

Ordinance 2001-19:

Upon request of Mr. Gary Johnson, Kendall Company, Mr. Ables, made a motion, seconded by Mr. Lyles, approved 4 - 0 that Ordinance 2001-19, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TYCO HEALTHCARE GROUP L.P. PROVIDING FOR PAYMENT OF A FEE IN LIEU OF TAXES" be adopted on first reading in title only.

Sewer Commission:

Upon recommendation of Mr. Robert Winchester, Superintendent & Mr. Howard Adams, Chairman, Sewer Commission, Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 - 0 that the bid for force main replacement for the Choctaw pump station be awarded to Thrift Brothers, Inc. at a cost not to exceed \$53,560. (See attached bid sheet)

Assessor (Contingency):

Upon request of Mr. Roger Williams, Assessor, Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 - 0 that \$1,890 be taken from contingency for the purchase of two computers for the Assessor's Office.

Vehicle Maintenance:

Upon request of Mr. Lee Davis, Vehicle Maintenance Director, Mr. Ables made a motion, seconded by Mr. Lyles, approved 4 - 0 that \$2,000 be taken from contingency for vehicle maintenance (\$1,000 for Coroner & \$1,000 for Library).

Seneca Landfill Remediation:

Upon recommendation of Mr. Steve Goldie, Goldie & Associates, Ms. Marianne Dillard, Procurement Director & Mr. Robert Banks, County Engineer, Mr. Lyles made a motion, seconded by Mr. Johns, approved 4 - 0 that the bid for remediation of methane gas at Seneca Landfill be awarded to Lotus Environmental at a cost of \$186,485.35. (See attached bid sheet)

Road Department:

Upon request of Mr. Hoyt Orr, Roads & Bridges Superintendent, the Roads & Transportation Committee recommended adoption of the attached Line Item Transfer and/or Revision Request Form in the amount of \$100,500 for the purchase of a paving machine & tack machine and approximately \$12,000 to be put with an insurance check for the purchase of a tractor be adopted. This recommendation was adopted unanimously by Council.

Supplemental Firemen's Insurance:

Upon recommendation of Mr. Dave Mahr, Risk Manager, Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 - 0 that \$765 in insurance cost savings be used to purchase additional supplemental insurance for the rural fire volunteers.

EMS Grant:

Upon recommendation of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Lyles made a motion, seconded by Mr. Johns, approved 4 - 0 that the attached EMS Grant in the amount of \$26,106 be adopted.

Resolution 2001-32:

Mr. Johns made a motion, seconded by Mr. Ables, approved 4 - 0 that Resolution 2001-32, "A RESOLUTION OF CONGRATULATIONS TO THE FAIR PLAY FIRE DEPARTMENT" be adopted on first and final reading.

Ordinance 2001-11:

Upon recommendation of the Personnel & Intergovernmental Committee, Council voted unanimously to adopt Ordinance 2001-11, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL & PROCEDURES MANUAL," on third and final reading.

Ordinance 2001-17:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 4 - 0 that Ordinance 2001-17, "AN EMERGENCY ORDINANCE TO TAKE NECESSARY ACTION TO PROTECT THE HEALTH & WELL BEING OF THE OCONEE COUNTY CITIZENS DURING THE "ENDURING FREEDOM" CAMPAIGN" be adopted on first and final reading.

Ordinance 2001-14:

Mr. Ables, made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2001-14, "AN ORDINANCE AMENDING ORDINANCE 2001-03, OCONEE COUNTY BUDGET ORDINANCE" be adopted on third and final reading.

Ordinance 2001-16:

Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2001-16, "AN ORDINANCE TO AMEND SECTION 1-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN, RESCINDING ORDINANCE 200-20" be adopted on first reading.

Anderson-Oconee Council on Aging (Contingency):

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 4 – 0 that \$250 be taken from contingency and donated to Anderson-Oconee Council on Aging. (See attached request)

Parks Consultant:

To Mr. Lyles' inquiry, Ms. Vickie Satterfield, Deputy Director, Parks & Recreation informed Council they were proceeding with hiring a consultant to determine plans through 2020.

Chau Ram Park:

Ms. Satterfield then informed Council that the one hundred, twenty-two acre tract of land adjoining Chau Ram Park is being donated to a religious organization in South Africa. The problem for Chau Ram is the septic system for the park superintendent and the upper part of the park is situated on that property. If the property is sold that means there will be access to the park without coming through the gate and the county polices this park as it is a family park. Ms. Satterfield informed Council she would be meeting with the City of Westminster on Monday to discuss this matter as the park is owned by Westminster and leased to the county. Ms. Satterfield further informed Council Mr. Marshall Johnson wants to meet with the Oconee County Budget/Grants Supervisor to write an application for a grant for the county to be able to purchase the one hundred, twenty-two acres.

Newry Project:

Mrs. Phyllis Lombard, Finance Director informed Council that two change orders have been approved for the Newry Project at a cost of approximately \$7,300.

Accommodations Tax:

Mrs. Lombard also informed Council that all the hotel/motel owners in the county have been informed of the local accommodations tax that is to become effective November 1, 2001.

Rock Crusher:

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 4 - 0 that McMillan-Carter be extended credit at the Rock Crusher as per Ordinance 91-10 contingent upon a satisfactory credit rating.

Personnel & Intergovernmental Recommendation:

Council unanimously adopted the recommendation of the Personnel & Intergovernmental Committee to retain employees on the payroll for thirty (30) days who are called into active military duty during "Enduring Freedom" and retain their benefits through the remainder of this fiscal year as the funds are already in the budget.

Roads & Transportation Recommendation:

Mr. Norton, County Attorney informed Council that an individual is requesting the county accept a roadway into the county system prior to the year's probation before the roadway is normally accepted into the county system. The individual needs this acceptance as portion of this roadway will cross a portion of Corps of Engineers property and an individual cannot get a permit from the Corps. To protect the county, this individual is willing to sign a personal guarantee for any defects in the roadway and he will also bond the entire roadway in the event the contractor paving the roadway does not comply with the guarantee, also the individual will be responsible for any run off on the roadway. The county will only accept the portion of the roadway that goes across Corps property at this time and at the end of the year after completion of the roadway, will accept the entire roadway. Council unanimously adopted this recommendation.

Homeland Defense:

To Mr. Ables' inquiry regarding homeland defense, Mrs. Hughes informed Council there are several people who want to participate in this and they are now in the process of defining the role of the persons who will be serving on the committee.

Reassessment:

It was the consensus of Council that Roger Williams, Assessor be invited to the October 23, 2001 special meeting for the purpose of discussing reassessment.

Parks & Recreation:

Upon recommendation of Ms. Vickie Satterfield, Deputy Director, Parks & Recreation, Mr. Ables made a motion, seconded by Mr. Hamilton, approved 4 - 0 that \$8,079 be given to the Tamassoc-Salem Recreation Department from budgeted funds in line item 010 202 30901. (See attachment)

Public Comment Session:

Mr. Bob Littleton addressed Council regarding his concerns of the large tax increases most people are experiencing this year due to reassessment.

Mr. B. J. Littleton addressed Council regarding various actions of Council.

Ms. Susie Cornelius requested to have the attached list of questions answered.

Adjourn:

Adjourn: 5:40 PM

Respectfully Submitted:


Opal O. Green
Council Clerk

* Early on the agenda of the Council special attention Sec. 12

ORDINANCE NO. _____

An ordinance granting a nonexclusive Franchise for the maintenance and operation in Oconee County of a cable system.

Be it ordained by the County Council of Oconee County:

Section 1. Grant of Non-Exclusive Franchise.

There is hereby granted Oconee County and assigned a non-exclusive Franchise to Charter Communications LLC, hereinafter referred to as the "Franchisee," to operate and maintain a cable system for a period of fifteen (15) years, with option to renew for an additional fifteen (15) years upon renegotiation and acceptance by both parties.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

1. "County" shall mean Oconee County.
2. "Board" shall mean the governing body of Oconee County.
3. "Franchise" shall mean the authorization to operate a cable television system, including all mutual rights, duties and obligations of the Franchisee and the County as contained in this Ordinance.
4. "Franchisee" shall mean Charter Communications LLC its successor or any affiliated company in accordance with the provisions of this Ordinance.
5. "Gross Receipts" shall mean those receipts derived from the regular basic subscriber services consisting of the carriage of television broadcast signals and required non-broadcast signals including installation, reconnection, and relocating charges and revenue derived from auxiliary services such as advertising, leased channel revenues and pay cable revenues.
6. "System" shall mean those antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed within the County for the purpose of producing, providing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronics or directional duplex signals.

* Bob - from appeal and you signed

Section 3. Grant of Authority.

Franchisee shall be given the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, public ways now laid out or dedicated and in compatible easements, and all extensions, thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the entire area of the County of a cable system for the integration, sale, and distribution of television, radio and other signals used for the receipt transmission of information.

Franchisee shall raise or lower wires or equipment upon the reasonable request of any third person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Franchisee is required to bear the costs under other provisions of this Franchise) and the Franchisee may require advance payment. Franchisee shall be entitled to require that it be given up to ten (10) days advance notice by the person requesting the movement.

Section 4. Compliance with Applicable Laws.

Franchisee, shall, at all times during the life of this Franchise, be subject, when not inconsistent with this Franchise, to all lawful exercise of the police power by the County and to such reasonable regulation as the County shall hereafter provide.

Section 5. Compliance with FCC Regulation.

Franchisee shall comply with all applicable rules and regulations of the Federal Communications Commission.

Copies of all petitions, applications and communications submitted by the Franchisee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect of any matters directly affecting Cable System operations authorized pursuant to the Franchise, shall be submitted to the Board upon request.

Section 6. Compliance with Electrical Standards.

Construction and maintenance of the transmission and distribution system including house connections, shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, and such safety codes as now exist or which may be established in the future. In the event of a conflict among safety codes, the strictest standard shall apply.

Section 7. Franchise Requirements for Other Franchise Holders.

In the event that City/County grants one (1) or more Franchise(s) or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the CS it shall not make the grant on more favorable or less burdensome terms. If Grantee finds that the agreement(s) granting said other Franchise(s) contain provisions imposing lesser obligations on the Company(s) thereof than are imposed by the provisions of this Franchise, Grantee may petition City/County for a modification of this Franchise. The Grantee shall be entitled, with respect to said lesser obligations to such modification(s) of this Franchise as may be determined to be necessary to insure fair and equal treatment by this Franchise and said other agreements.

In the event that a non-Franchise multichannel video programming distributor provides service to the residents of the City/County, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petitions shall:

1. Indicate the presence of a non-Franchised competitor(s);
2. Identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage;
3. Identify the regulatory burdens to be remanded or repealed in order to eliminate the competitive disadvantage.

The City/County shall not unreasonably withhold granting the Grantee's petition and so amending the Franchise.

Section 8. Cable System Franchise Required, Exclusive Contracts Prohibited.

No cable system shall be allotted to occupy or use the streets or public right-of-way of the County or be allowed to operate without a cable system Franchise.

No Franchisee or other multichannel video programming distributor shall enter into or enforce an exclusive contract for the provision of cable service or other multichannel video programming with any Person, or demand the exclusive right to serve a Person or location, as a condition of extending service to that or any other Person or location.

No Franchisee or other multichannel video programming distributor shall engage in acts that have the purpose or effect of limiting competition for the provision of cable service or services similar to cable service in the County, except for such actions as are expressly authorized by law.

Section 9. Service Territory.

Franchise shall include the entire area of the County.

Franchisee's distribution system shall be capable of providing service to all potential subscribers requesting service within the incorporated limits of the county and shall extend its distribution system to serve additional subscribers in any unserved areas of the County as of the effective date of this Ordinance whenever the number of unserved homes passed by such extension would exceed forty (40) homes per mile; provided that such extensions are technically and economically feasible to the Franchisee.

Where the length of a drop cable required to serve an individual residence would exceed 150 feet, the subscriber served by such a drop cable shall pay the cost of installing a feeder cable to a point where the subscriber will receive a signal without degradation of picture quality or reliability.

Section 10. Customer Service.

Franchisee shall comply with applicable Federal, State and local laws for the protection of privacy of cable subscribers.

Franchisee shall render efficient repair service, and interrupt service only for good cause and for the shortest time possible. A toll-free telephone number shall be maintained so that complaints and repair requests may be received by Franchisee at any time. All non-emergency service requests and complaints shall be responded to within five (5) days of receipt. All emergencies and/or system outages will be responded to within twenty-four (24) hours.

Franchisee shall give County thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Franchisee shall by appropriate means, as subscribers are connected or reconnected to the system, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and toll-free telephone number of the Franchisee.

The equipment installed by the Franchisee in the subscriber's home shall remain the property of the Franchisee and shall be subject to reasonable inspection and service by the Franchisee at reasonable hours, and removal upon non-payment or termination of the service.

Section 11. Service to County.

Franchisee shall provide and maintain on free connection of basic cable service to the County Court House, fire stations, and to all public and parochial primary and

secondary schools located in the County. The cost of any internal wiring shall be borne by the institution.

Such connections shall be provided at such times as service can be provided from the Franchisee's existing distribution plant. If a distribution plant extension of the system is required which imposes an undue economic hardship, the Franchisee shall have the right to petition the County for relief from the service commitments of this Section. Service shall be provided to newly constructed County facilities under the same terms and conditions and as soon as practical, but in no event later than two (2) years from the date of occupancy.

* Section 12. Fee to County. *Current fee = 3%, we may go as high as 5.2%*

Franchisee shall pay to the County for the privilege of operating a cable system under this Franchise _____ percent (____%) of its gross basic service receipts per month, in accordance with the Cable Act. Such percentage shall be payable to the County on an annual basis due no later than ninety (90) days following the end of the period.

County shall have the right to inspect for up to three (3) previous years the Franchisee's records showing its gross receipts for all services from which its contracted payouts are computed. No acceptance of any payout by the County shall be construed as a release of or an accord or satisfaction of any claim the County might have for further or additional sums payable under the terms of this Franchise.

Section 13. Conditions on Street Use.

Franchisee shall endeavor to obtain rights to use facilities belonging to other Franchise holders within the County. Approval of the assignment of such rights to the Franchisee by such other Franchise holders is hereby expressly given by the County, it being the intention of the County that the Franchisee will utilize public utility facilities where feasible.

All transmission and distribution structures, lines, and equipment erected by the Franchisee within the County shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing public utility installation.

If the Franchisee disturbs any pavements, sidewalks, driveways or other surfacing, it shall, at its own expense, and in the manner provided by the County, replace and restore all such pavings, sidewalks, driveways or other surfaces of any streets or alleys thus disturbed.

If at any time during the period of this Franchise, the County shall lawfully elect to alter, or change the grade or alley, or other public ways, the Franchisee shall upon reasonable notice by the County, remove and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense, and in each instance comply with the requirements of the County.

Section 14. Indemnification and Insurance.

Workers' Compensation

Statutory Limits

Commercial General Liability

\$1,000,000 per occurrence,
Combined Single Liability
(C.S.L.)
\$2,000,000 General Aggregate

Auto Liability including coverage
on all owned, non-owned and
hired autos

\$1,000,000 per occurrence C.S.L.

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

The County shall be added as an Additional Insured to the above Commercial General Liability and Auto Liability Insurance Coverage.

The Franchisee shall furnish the County with current Certificates of Insurance evidencing such coverage.

Section 15. Transfer.

Franchisee shall promptly notify the County in the event of any sale or transfer of 25% or more of the voting stock or control of the Franchise.

Section 16. Notice.

Any notices to be sent to the parties hereto shall be sent to the following addresses, unless either party notifies the other in writing of another address:

Greene County
Attn: County Administrator
415 South Pine St.
Greene, SC 29601

Charter Communications
Attn: Vice President
Government Relations
1244 Powerscourt, 4th Floor
St. Louis, MO 63101

Section 17. Duration and Renewal of Franchise.

This Franchise and the rights, privileges and authority hereby granted shall take effect and be in force thirty (30) days from and after the final passage hereof and upon filing of acceptance by the Franchisee, and shall continue in force and effect for a term of fifteen (15) years.

This Franchise may be renewed for an additional fifteen (15) years if the Franchisee has substantially complied with the material terms of the Franchise and with applicable law.

Section 18. Emergency Use of Facilities.

In the case of any emergency or disaster, the Franchisee shall upon request of the County, make available its facilities for emergency use during the emergency or disaster.

Section 19. Public Records.

The County shall have access to records and other like materials of the Franchisee upon reasonable prior notice as mutually agreed upon by the County and Franchisee.

Section 20. Forfeiture of Franchise.

(a) In addition to all other rights and powers pertaining to the County by virtue of this Franchise or otherwise, the County reserves the right to terminate and cancel this Franchise and all rights and privileges of the Franchisee hereunder in the event that the Franchisee:

(1) Violates any provision of this Franchise or any rule, order, or determination of the Board made pursuant of this Franchise, except where such violation, other than Subsection (2) below, is without fault or through excusable neglect;

(2) Becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt;

(3) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the County.

(b) Such termination and cancellation shall be by Ordinance duly adopted after thirty (30) days written notice to the Franchisee and shall in no way affect any of the County's rights under this Franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact shall be made by the Board or its representative. Before this Franchise may be terminated and canceled under this Section, the Franchisee must be provided with an opportunity to be heard before the Board and an opportunity to cure any condition leading to termination or cancellation. If the Franchisee has corrected the condition leading to termination or

cancellation within the thirty (30) days written notice of termination or cancellation, or, if such correction requires more than thirty (30) days, has begun to correct any such condition, this Franchise shall remain in effect.

(c) Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Franchisee or County including, but not limited to, natural disaster, employee strikes or war shall not be deemed noncompliance with or a violation of this Franchise.

Section 21. Equal Employment Opportunity Compliance.

Franchisee shall comply at all times with applicable Federal, State and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

Section 22. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

Section 23. Integration.

This Agreement sets forth the entire Agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations and warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby. This is an Integrated Agreement.

Section 24. Rate Regulation.

To the extent that Federal or State Law or regulation may now, or as the same may hereafter be amended to, authorize the County to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by the Franchisee, the County shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the County. If and when exercising rate regulation, the County shall abide by the terms and conditions set forth by the FCC.

Dated this _____ day of _____, 19____

Deer Creek County

By: _____

Witness

(Print Name)

Charter Communications L.L.C.

By: _____

Dated: _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INDUCEMENT AGREEMENT AND A FEE AGREEMENT BY AND BETWEEN
OCONEE COUNTY, SOUTH CAROLINA, AND TYCO HEALTHCARE GROUP L.P.
PROVIDING FOR PAYMENT OF A FEE IN LIEU OF TAXES



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

MEMORANDUM

10-11-01

FAXED
10-11-01
3 Pages

TO: Ann Hughes - County Supervisor

FROM: Bob Winchester *Bob*

SUBJECT: Chestoea Force Main Replacement

This memo follows my telephone conversation with Opal Green yesterday afternoon concerning the above referenced project and its inclusion on the County Council agenda for the October 16, meeting.

Attached find copies of the bid tabulation for the project which included nine bidders.

The Sewer Commission approved awarding the bid to Thrift Brothers on 10-1-01. The total project cost including contingency and engineering is estimated at \$53,630.00. The original project cost estimate was \$73,757.00.

This project was not included in the 2001-2002 budget which was approved by County Council in June of this year. The project evolved after the budget was approved and involves replacing approximately 2000 feet of 8" ductile iron force main from the Chestoea Pump Station near Brock Road outside of Westminster. The deteriorated force main is 32 years old and has had several failures during the past few months.

The Sewer Commission is proposing to use depreciation funds for this replacement and will recommend increasing the approved budget by \$53,630.00 for the project.

If you need anything further, please call.

P&I Fee
 Clearstone Creek Forecatcher Replacement Project
 Cables & Accessories

No. Item	QTY	Figures		Total	Unit Price	Total Price	Length	Unit Price	Total Price	Worst Case	Worst Case Total Price	Unit Price	Total Price
		Line Price	Sub Price										
1. Material	1	\$6,986.71	\$6,986.71	\$200.00		\$200.00		\$200.00	\$200.00		\$200.00		\$200.00
2. 2" O.D. Freonless	150	\$12.87	\$38,005.00	\$15.00		\$2,250.00		\$2,250.00	\$2,250.00		\$2,250.00		\$2,250.00
3. Tangle wire mesh & string	1			\$15.00		\$15.00		\$15.00	\$15.00		\$15.00		\$15.00
A. Standard													
B. Single R. Dia. Standoff	EA	\$17.00	\$724.00	\$2.00		\$170.00		\$170.00	\$170.00		\$170.00		\$170.00
C. Conusible Valve Washers	EA	\$4,100.00	\$4,100.00	\$1,000.00		\$1,000.00		\$1,000.00	\$1,000.00		\$1,000.00		\$1,000.00
D. Air Evacuator Valve	EA	\$91.00	\$92.00	\$70.00		\$70.00		\$70.00	\$70.00		\$70.00		\$70.00
E. Evacuator Assembly	EA	\$1,050.00	\$3,300.00	\$670.00		\$670.00		\$670.00	\$670.00		\$670.00		\$670.00
F. Check Valve	EA	\$2,500.00	\$5,000.00	\$500.00		\$500.00		\$500.00	\$500.00		\$500.00		\$500.00
G. Drain & Thermostat Apparatus	EA	\$900.00	\$1,800.00	\$700.00		\$700.00		\$700.00	\$700.00		\$700.00		\$700.00
H. Drain Valve	EA	\$15.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00
I. Air Filter	EA	\$2.00	\$1,250.00	\$2.00		\$2.00		\$2.00	\$2.00		\$2.00		\$2.00
J. 1/2" NPT Fitting	EA	\$150.00	\$1,250.00	\$100.00		\$100.00		\$100.00	\$100.00		\$100.00		\$100.00
K. 1/2" NPT Elbow	EA	\$100.00	\$1,000.00	\$25.00		\$25.00		\$25.00	\$25.00		\$25.00		\$25.00
L. 1/2" NPT Tee	EA	\$2,500.00	\$2,500.00	\$1,000.00		\$1,000.00		\$1,000.00	\$1,000.00		\$1,000.00		\$1,000.00
M. Check Valve & Gaskets	EA	\$125.00	\$1,275.00	\$125.00		\$125.00		\$125.00	\$125.00		\$125.00		\$125.00
N. Allowance	EA	\$2,200.00	\$2,200.00	\$400.00		\$400.00		\$400.00	\$400.00		\$400.00		\$400.00
O. Miscellaneous	EA	\$600.00	\$600.00	\$500.00		\$500.00		\$500.00	\$500.00		\$500.00		\$500.00
Table Size Construction Items (1-15)		\$67,201.71		\$200.00		\$200.00		\$200.00	\$200.00		\$200.00		\$200.00
		\$67,201.71		\$41,850.00		\$41,850.00		\$41,850.00	\$41,850.00		\$41,850.00		\$41,850.00
Table Size Construction Items (1-15)		\$67,201.71		\$200.00		\$200.00		\$200.00	\$200.00		\$200.00		\$200.00
		\$67,201.71		\$41,850.00		\$41,850.00		\$41,850.00	\$41,850.00		\$41,850.00		\$41,850.00

Table Size Construction Items (1-15)
 Miscellaneous Construction



11/11/2011 11:11:11 AM
 11/11/2011 11:11:11 AM
 11/11/2011 11:11:11 AM
 11/11/2011 11:11:11 AM

CAPITAL EXPENSE REQUEST FORM

Please prepare a separate form for each request

Priority of request within this department (if multiple requests are included) _____

Department Name Computer Department Number 003

Line Item Number 10-304-50840
~~10-003-00150-00840~~ Full Computer System -
NOT JUST MONITORS

Item Description Three Monitors for Assessor's Office

Total Item Cost including taxes, installation, testing, etc., \$2,838.00

How was this cost estimated? From Carl \$1,890 need

Describe the intended use (s) of this item in your department's operations. To replace
old monitors with new ones and provide the old ones to the public for
use.

How often will the item be used? Daily

If it can be rented, what are the customary terms of short-term rental? _____

Are any grant funds available which could offset the cost of this item?
N/A

What will be the benefits to the county of purchasing this item? To enable
employee's to have more updated equipment

What problems will your department experience if the item is not purchased at this time?

Is the purchase of this item legally mandated? (Please attach copy of documentation of requirements) No

OCONEE COUNTY VEHICLE MAINTENANCE FACILITY
15026 WELLS HIGHWAY
SENECA, SOUTH CAROLINA 29678
TELEPHONE: 864-888-1446
FAX: 864-888-1450

TO: ANN HUGHES, SUPERVISOR-CHAIR
OCONEE COUNTY COUNCIL MEMBERS
OPAL GREEN, COUNCIL CLERK

FROM: LEE DAVIS, SHOP SUPERINTENDANT
DATE: OCTOBER 08, 2001

RE: REQUEST FOR ADDITIONAL FUNDS FOR 2(TWO) DEPARTMENT VEHICLE
MAINTENANCE ACCOUNTS

DUE TO UNFORESEEN NECESSARY REPAIRS TO THE CORONER'S
VEHICLE AND TO THE BOOKMOBILE, THESE 2 (TWO) DEPARTMENTS
HAVE DEPLETED THEIR ACCOUNTS.

I AM REQUESTED \$1,000.00 FOR EACH OF THESE 2(TWO)
DEPARTMENTS. I HOPE THIS AMOUNT WILL BE SUFFICIENT THE
REMAINDER OF THE 2001-2002 BUDGET YEAR.

BELOW ARE THE DEPARTMENTS AND THEIR LINE ITEM ACCOUNT
NUMBERS.

CORONER VEHICLE MAINTENANCE- 010-721-80103
LIBRARY VEHICLE MAINTENANCE - 010-721-80203

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION IN THIS
MATTER.

LD/jgf

RESPECTFULLY,



LEE DAVIS, SHOP SUPERINTENDANT

TO: <i>Marianne Dillard</i>	FROM: <i>Alan Pope</i>
DATE: <i>10/11/01</i>	PROJECT: <i>Goldie & Assoc.</i>
PHONE: <i>632-4442</i>	FAX: <i>864-882-0851</i>



October 11, 2001

Ms. Marianne Dillard
 Oconee County Purchasing
 415 S. Pine Street
 Walhalla, SC 29691

Re: Seneca Landfill Methane
 Goldie & Associates Project 22.19.10

Dear Ms. Dillard,

As requested, we have reviewed the bids received by the County for the above referenced project. Enclosed please find the bid tabulation. The apparent low bidder is Lorris Environmental, Inc. We have reviewed their references and we have received favorable reviews. Please note that Lorris Environmental does not have a great amount of experience for this type of construction and this will be largest of this type of job that Lorris Environmental has attempted to build. It does appear, however, that they have overseen or built most of the major components of this type of project on a smaller scale.

It is therefore our recommendation that the County award Lorris Environmental, Inc. the base bid for the project in the amount of \$186,483.55. We recommend that the County not award either of the alternates for the blower/flare unit at this time. We will continue to explore whether it will be in the County's financial best interest to purchase or lease the unit directly from the manufacture, or pursue the option of purchasing a used unit if one is available.

We appreciate the opportunity to assist the County with this project. If you have any further questions or need any additional information, please let me know.

Sincerely,

Goldie & Associates

Alan Pope, P.E.
 Project Manager

cc: Ms. Annie Hughes, Oconee County Supervisor
 Mr. Robert Banks, Oconee County Engineering

Encl. As stated

24-40000000-10-10 Letter of Recommendation

Soroca Mediano Remediation Plan
 Bid Tabulation
 September 25, 2001

Qty	Item	Local Environmental			SEI Environmental			Rite Mechanical			Environmental Gross		
		Unit	Cost	Total Cost	Unit	Cost	Total Cost	Unit	Cost	Total Cost	Unit	Cost	Total Cost
1	Mobilization	LS	1	\$14,500.00	\$14,500.00	\$75,000.00	\$75,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
2	1000' Pipe												
	A. 10 inches	LF	1165	\$13.61	\$15,855.65	\$15.00	\$17,475.00	\$25.75	\$29,968.75	\$46.19	\$53,811.35		
	B. 8 inches	LF	1131	\$11.01	\$12,452.31	\$10.00	\$11,310.00	\$23.50	\$26,578.50	\$43.93	\$49,684.83		
	C. 6 inches	LF	1100	\$9.25	\$10,175.00	\$5.00	\$5,500.00	\$22.00	\$24,200.00	\$41.83	\$46,123.00		
	D. 2 inches	LF	230	\$8.15	\$724.50	\$1.00	\$230.00	\$12.00	\$2,760.00	\$15.98	\$3,681.80		
	E. 1 inches	LF	3596	\$2.80	\$10,068.80	\$2.00	\$7,192.00	\$8.00	\$21,578.00	\$10.79	\$38,809.84		
3	2" PVC Frostrain	LF	3596	\$3.33	\$11,974.68	\$3.00	\$10,788.00	\$8.00	\$28,768.00	\$13.67	\$49,157.32		
4	4x Heloise Valve	EA	2	\$304.75	\$609.50	\$270.00	\$540.00	\$1,500.00	\$3,000.00	\$650.00	\$1,300.00		
5	10" Gate Valve	EA	1	\$2,847.03	\$2,847.03	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00		
6	6" Gate Valve	EA	1	\$1,664.18	\$1,664.18	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,450.00	\$2,450.00		
7	6" Gate Valve	EA	1	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$1,996.00	\$1,996.00		
8	2" Check Valve	EA	2	\$150.00	\$300.00	\$150.00	\$300.00	\$400.00	\$800.00	\$420.00	\$840.00		
9	18" DIP Pipe Sleeve	EA	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00		
10	6" DIP Pipe Sleeve	EA	1	\$500.00	\$500.00	\$400.00	\$400.00	\$4,200.00	\$4,200.00	\$420.00	\$420.00		
11	Automated Condensed Recovery System	EA	2	\$9,000.00	\$18,000.00	\$5,000.00	\$10,000.00	\$14,500.00	\$29,000.00	\$6,100.00	\$12,200.00		
12	Automated Knock-out Tray System	EA	1	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$16,839.00	\$16,839.00	\$9,712.24	\$9,712.24		
13	Check Valves	EA	2	\$150.00	\$300.00	\$150.00	\$300.00	\$500.00	\$1,000.00	\$250.00	\$500.00		
14	6ft Fence	LF	161	\$4.50	\$724.50	\$2.00	\$322.00	\$5.00	\$805.00	\$4.04	\$650.44		
15	Chain-Link Fence W/ Gate	LF	326	\$12.00	\$3,912.00	\$20.00	\$6,520.00	\$25.00	\$8,150.00	\$24.54	\$8,000.04		
16	3,000 Gal Storage Tank	LS	1	\$21,500.00	\$21,500.00	\$17,235.00	\$17,235.00	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00		
17	Gravel Placement	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$55,000.00	\$55,000.00		
18	Install New Well Heads	EA	33	\$511.22	\$16,870.26	\$1,000.00	\$33,000.00	\$1,000.00	\$33,000.00	\$405.00	\$13,365.00		
19	Cap Existing Inferior Wells	EA	15	\$25.00	\$375.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$405.00	\$6,075.00		
20	Soil Mounted Blower & Flare Unit Installation and Start-up Only	LS	1	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$4,200.00	\$4,200.00		
21	Pipe Supports	LS	1	\$28,431.26	\$28,431.26	\$5,000.00	\$5,000.00	\$61,000.00	\$61,000.00	\$75,281.46	\$75,281.46		
22	Cracking and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$3,200.00	\$3,200.00		
23	Seeding and Grassing	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$5,500.00	\$5,500.00		

Total Bid Items (1 - 23) Total = \$168,485.35 \$234,112.00 \$371,219.25 \$506,989.32

Alternative #1

Skid Mounted Blower & Flare Unit
Purchase Price

LS	1	\$70,952.75	\$70,952.75	\$56,450.00	\$56,450.00	\$62,118.00	\$62,118.00	\$67,473.00	\$67,473.00
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Alternative #2

Lease of Skid Mounted Blower & Flare Unit, Terms and Conditions outlined in Lease Agreement.

A. 3 Months

LS	1	\$17,688.75	\$17,688.75	\$11,832.00	\$11,832.00	\$20,000.00	\$20,000.00	\$19,719.00	\$19,719.00
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B. 6 Months

LS	1	\$26,632.50	\$26,632.50	\$19,782.00	\$19,782.00	\$35,000.00	\$35,000.00	\$28,224.00	\$28,224.00
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C. 12 Months

LS	1	\$44,520.00	\$44,520.00	\$35,682.00	\$35,682.00	\$50,000.00	\$50,000.00	\$45,234.00	\$45,234.00
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D. 18 Months

LS	1	\$62,407.44	\$62,407.44	\$51,582.00	\$51,582.00	\$65,000.00	\$65,000.00	\$62,244.00	\$62,244.00
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E. 24 Months

LS	1	\$80,296.12	\$80,296.12	\$67,482.00	\$67,482.00	\$80,000.00	\$80,000.00	\$79,264.00	\$79,264.00
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- Indicates Mathematical Error

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

2001-2002
FISCAL YEAR

Road Department
DEPARTMENT NAME

Scott White
SIGNATURE OF DEPARTMENT DIRECTOR

10/12/01
DATE OF REQUEST

TRANSFER FROM TRANSFER TO

10-601-50820
LINE ITEM ACCOUNT NUMBER

Cap. Exp. Vehicle/Equipment
LINE ITEM DESCRIPTION

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

The Chairman of the Roads & Transportation Committee recommends the Road Department purchase a Road Paving Machine & a Tack Machine rather than the Widening Machine approved in the budget. This machine will be used for small paving jobs & patching of roadways. ~~The Department will purchase the widening machine but can wait for replacement of new budget.~~ Request allowed for replacement of widened roadways

WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

YES

NO

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

WHY ARE THERE EXPRESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

AMOUNT TO TRANSFER

2,620.00

APPROVED

DENIED

SIGNATURE

Ann H. Hughes
SUPERVISOR

REASON

SIGNATURE

Ann H. Hughes
SUPERVISOR

REASON

SIGNATURE

Phyllis E. Lambert
FINANCE DIRECTOR

REASON

SIGNATURE

Phyllis E. Lambert
FINANCE DIRECTOR

REASON

OCONEE COUNTY RISK MANAGEMENT
COUNTY OFFICE COMPLEX
415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691
864-638-4249

This is in reference to increasing the amount of insurance carried on our Volunteer Firefighters should they be injured while working for the county.

At this time, an injured Firefighter would only draw approximately \$130.00 per week from workers compensation, with an additional \$200.00 per week from a supplemental policy carried by the County.

Because of the nature of the work and that they are at "great risk" at times and the risk could conceivably become much worse in the foreseeable future, I am requesting that the supplemental benefits be increased as follows:

ACCIDENTAL DEATH & DISMEMBERMENT

Increase benefits from \$20,000.00 to \$40,000.00

ACCIDENTAL MEDICAL EXPENSES BENEFIT

Increase benefits from \$10,000.00 to \$20,000.00

ACCIDENTAL TOTAL DISABILITY BENEFITS

Increase from \$200.00 per week for 104 weeks to \$400.00 per week for 104 weeks.

This doubling of benefits to our Volunteers will increase our annual cost by only \$765.00.

VOLUNTEER FIREFIGHTERS PROPOSAL

THE HARTFORD IS PLEASED TO PROVIDE THE PROPOSAL YOU REQUESTED ON THE FOLLOWING:

Initial Premium: \$2,644.60
Discounted Premium: \$1,640.14



Hartford Life

POLICYHOLDER'S NAME AND ADDRESS: Oconee County Rural Fire &
Emergency Preparedness
308 Becker Drive
Walhalla, SC 29681

Accident Underwriting

Producer's Name and Address	Agent Code	Initial Period:
Byrd McLellan Agcy Inc P.O. Drawer 796 Spartan, SC 29679	290099	From (Policy Date): October 11, 2000 To: October 11, 2001
		12:01 A.M. Standard Time at the address of the Policyholder.

Organization Name and Location: Same as Policyholder

Benefits Provided: The Policy provides coverage under any one of the following benefits for each person within the designated class of Insured Persons, identified below and as defined in the policy.

CLASS 1: BENEFITS

Accidental Death and Dissempowerment Loss Benefit:	Principal Sum:	\$20,000.00
Accident Medical Expense Benefit:	Maximum Benefit Amount:	\$10,000.00
	Deductible Amount:	\$0.00
Accident Total Disability Benefit:	Weekly Benefit Amount:	\$200.00
	Maximum Payment Period:	104 Weeks
Accident Partial Disability Benefit:	Weekly Benefit Amount:	See Benefit
	Maximum Payment Period:	104 Weeks
Rehabilitative Employment Benefit:	Covered: See Benefit	

Hartford Life
Group Benefits Division
Ten Point Royal Office Building
4550 North Point Parkway
Alpharetta, GA 30022
Telephone 770 750 0000
Toll Free 800 580 9532
Facsimile 678 762 0925

Mailing Address: P.O. Box 2250
Alpharetta, GA 30021

WELFARE FIREFIGHTERS PROPOSAL

THE HARTFORD IS PLEASED TO PROVIDE THE PROPOSAL YOU REQUESTED ON THE FOLLOWING:

Initial Premium: \$2,891.00
 Discounted Premium: \$2,609.55



Hartford Life

POLICYHOLDER'S NAME AND ADDRESS: Oconee County Rural Fire &
 Emergency Preparedness
 208 Booker Drive
 Walhalla, SC 29691

Accident Underwriting

Producer's Name and Address	Agent Code	Initial Period:
Byrd Mclellan Agcy Inc Po Drawer 796 Seneca, SC 29679	290090	From (Policy Date): October 11, 2001 To October 11, 2002
		12:01 A.M. Standard Time at the address of the Policyholder.

Organization Name and Location: Same as Policyholder

Benefits Provided: The Policy provides coverage under any one of the following benefits for each person within the designated class of Insured Persons, identified below and as defined in the policy.

CLASS 1: MEMBERS

Accidental Death and Dismemberment Loss Benefit:	Principal Sum:	\$60,000.00
Accident Medical Expense Benefit:	Maximum Benefit Amount:	\$20,000.00
	Deductible Amount:	\$0.00
Accident Total Disability Benefit:	Weekly Benefit Amount:	\$400.00
	Maximum Payment Period:	104 Weeks
Accident Partial Disability Benefit:	Weekly Benefit Amount:	See Benefit
	Maximum Payment Period:	104 Weeks
Rehabilitative Employment Benefit:	Covered: See Benefit	

Hartford Life
 Group Benefits Division
 Two Peter Royal Office Building
 6580 North Point Parkway
 Alpharetta, GA 30022
 Telephone 770 735 0085
 Toll Free 800 560 9632
 Facsimile 678 762 9325

Mailing Address: P.O. Box 1250
 Alpharetta, GA 30022

OCONEE COUNTY, SOUTH CAROLINA

F I N A N C E D E P A R T M E N T

MEMORANDUM

TO: Opal Green

CC: Phyllis E. Lombard, Finance Director
Ann H. Hughes, Supervisor-Chair
Melissa Brown, Grant Supervisor
Oconee County Council Members

FROM: Linda Shugart

DATE: October 11, 2001

SUBJECT: EMS Grant-In-Aid

Attached please find the award notification "FY 2002 EMS Grant-in-Aid" from DHEC in the amount of \$26,106.00. Oconee County Council approved the EMS Grant-in-Aid application at the August 21, 2001 meeting. There is a 5-5% match required that is provided by Oconee Memorial Hospital. The primary purpose of this grant is to provide assistance to counties to improve and upgrade the EMS System in order to reduce injury and loss of life.

Please place the attached item on the October 16, 2001 Oconee County Council meeting agenda. Should you have any questions or comments do not hesitate to contact me.



3600 Bull Street
Columbia, SC 29201-1708

October 3, 2001

Ann H. Hughes
County Administrator
Oconee County
415 S. Pine Street
Walhalla SC 29691

Dear Mr. Hughes:

I am pleased to notify you that your EMS grant-in-aid application for assistance has been approved, in the amount of \$26,106.00 and is made a part of the contract. (FY-2002).

Please be advised that the effective date of this contract is October 3, 2001 and that this contract ends on April 30, 2002 and that invoices received after April 30, 2002 will not be accepted. Since this is a reimbursement contract, the expenditures must be made, and invoices and reports must be received in the Finance Department of DHEC prior to the end of the contract for reimbursement.

I wish you great success in completing this project, and I am willing to assist in any phase of this program.

Sincerely,

A handwritten signature in cursive script that reads 'Sonia B. Wright'.

Sonia B. Wright
Program Coordinator
Division of EMS

OCONEE COUNTY VEHICLE MAINTENANCE FACILITY
15026 WELLS HIGHWAY
SENECA, SOUTH CAROLINA 29678
TELEPHONE: 864-888-1446
FAX: 864-888-1450

TO: ANN HUGHES, SUPERVISOR-CHAIR
OCONEE COUNTY COUNCIL MEMBERS
OPAL GREEN, COUNCIL CLERK

FROM: LEE DAVIS, SHOP SUPERINTENDANT
DATE: OCTOBER 08, 2001

RE: REQUEST FOR ADDITIONAL FUNDS FOR 2(TWO) DEPARTMENT VEHICLE
MAINTENANCE ACCOUNTS

DUE TO UNFORESEEN NECESSARY REPAIRS TO THE CORONER'S
VEHICLE AND TO THE BOOKMOBILE, THESE 2(TWO) DEPARTMENTS
HAVE DEPLETED THEIR ACCOUNTS

I AM REQUESTED \$1,000.00 FOR EACH OF THESE 2(TWO)
DEPARTMENTS I HOPE THIS AMOUNT WILL BE SUFFICIENT THE
REMAINDER OF THE 2001-2002 BUDGET YEAR

BELOW ARE THE DEPARTMENTS AND THEIR LINE ITEM ACCOUNT
NUMBERS

CORONER VEHICLE MAINTENANCE- 010-721-80103
LIBRARY VEHICLE MAINTENANCE - 010-721-80203

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION IN THIS
MATTER

LD/gf

RESPECTFULLY

Lee Davis
LEE DAVIS, SHOP SUPERINTENDANT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2001-32

WHEREAS, Oconee County has an excellent Rural Fire Program with many volunteers who unselfishly give of their time and effort to protect the lives and property of county citizens, and

WHEREAS, upon recommendation of the Rural Fire Commission, Oconee County Council adopted the *Report on Fire Defenses for Oconee County With Recommended Improvements* as prepared by Askins & Associates; and

WHEREAS, since the adoption of the study, the individual fire departments have been diligently working toward lowering their ISO Ratings in an effort to save the citizens hundreds of dollars in insurance funds; and

WHEREAS, through much effort and hard work the Fair Play Fire Department has achieved an ISO Rating of Six.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Records and Minutes of the Oconee County Council contain the following:

"THE OCONEE COUNTY SUPERVISOR AND THE OCONEE COUNTY COUNCIL EXPRESS CONGRATULATIONS TO THE FAIR PLAY FIRE DEPARTMENT ON THEIR ACCOMPLISHMENT OF AN ISO RATING OF SIX. WE WISH THEM CONTINUED SUCCESS IN THEIR ENDEAVORS TO PROTECT THE LIVES AND PROPERTY OF THE CITIZENS OF OCONEE COUNTY. AGAIN, WE SAY THANK YOU FOR YOUR SERVICES TO OUR COUNTY."

AND IT IS SO RESOLVED AND ADOPTED ON FIRST & FINAL READING this 15th day of October 2001 as evidenced by the hand of the Supervisor-Chair, Council Members and Clerk.

Ann H. Hughes
Supervisor-Chair

Kenneth E. Johns, Jr.
District II

Harry R. Hamilton
District III

Marion E. Lyles
District IV

H. Frank Ables, Jr.
District V

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2001-11

"AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY PERSONNEL POLICIES & PROCEDURES MANUAL."

WHEREAS, Ordinance 97-14 is the Oconee County Personnel Policies & Procedures Manual; and

WHEREAS, it is the purpose of this ordinance to rescind Section 1-1: Harassment and replace it with Section 1-2: Racial or Sexual Harassment Policy as follows:

It is Oconee County's policy that all employees shall have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation based on race, color, religion, gender, sex, national origin, age or disability. Such forms of harassment or retaliation constitute discrimination under various state and federal laws and will not be tolerated.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, sex, national origin, age or disability, or that of his or her relatives, friends, or associates, and that:

- a. Creates intimidating, hostile, or offensive working environment; or
- b. Unreasonably interferes with an individual's work performance; or
- c. Otherwise adversely affects an individual's employment opportunities.

Examples of harassing conduct include, but are not limited to, the following:

- a. Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, sex, national origin, age or disability; and
- b. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, sex, national origin, age or disability and that is placed on walls, bulletin boards, or otherwise displayed or circulated in the workplace.

Similarly, sexual harassment involves:

- a. Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or offensive verbal or physical conduct directed toward an individual because of his or her gender; or
- b. Making submission to or rejection of such conduct the basis for employment decisions; or
- c. Creating an intimidating, offensive, or hostile work environment by such conduct.

The following are examples of sexual harassment:

- a. Verbal - sexual innuendo, suggestive comments, insults, threats, jokes about gender - specific traits, or sexual propositions;

- b. Nonverbal - suggestive or insulting noises, leering, whistling, or making obscene gestures;
- c. Physical - touching, pinching, brushing the body, coercing sexual intercourse, or assault.

Any employee who feels that he or she has suffered any form of harassment or retaliation should immediately report the alleged conduct to the County Supervisor or any Department Director. Further, any employee who observes conduct by another employee that he or she believes to be harassing, retaliatory, or discriminatory, must report such conduct as outlined above. All complaints of harassment will be treated confidentially and will be investigated promptly and thoroughly. Any employee found by the County to have harassed another employee will be subject to appropriate disciplinary action up to and including termination.

Retaliation or discrimination against an employee for reporting or complaining about harassment is prohibited. Such misconduct will result in disciplinary action up to and including termination. However, employees should recognize that false accusations of harassment can have serious effects on innocent individuals and will impair the County's efforts to administer this policy effectively. Making a knowingly false accusation is a form of misconduct that will result in disciplinary action, up to and including termination. We trust that all employees will continue to act in a responsible and professional manner to maintain a professional working environment free of discrimination and harassment.

WHEREAS, it is the purpose of this ordinance is to amend Policy 3.2, Subject: Time, Method, And Place of Payment of Wages and Salaries to include the following:

- Time of Payment: The Friday following the end of the payroll period
- Method: Payroll check for employees who wish to continue to receive a Check
Direct Deposit for employees who wish to have this method of Payment, and

WHEREAS, it is the purpose of this ordinance to amend Section 3.7, Overtime and Compensatory Time to include the following:

- Overtime & Compensatory Pay: To be paid in payroll period accrued if not utilized, and

WHEREAS, this ordinance also amends Section 4.2, Vacation to include the following:

Earned Vacation: In determining the years of service for which an employee will earn vacation credit, only the current employment status with county will be used.

Accrued Vacation: Employees will be allowed to use accrued vacation upon successful completion of their six (6) months probationary period or in cases of emergency once the leave is accrued.

WHEREAS, this ordinance further amends Section 4 - 2 Accumulation as follows:

Full-Time Employees.

1. Five (5) Days per Workweek Schedule: Full-time employees on a five (5) days per workweek schedule shall be permitted to carry from one calendar year to the next any unused earned annual leave up to a total accumulation of forty-five (45) days, (337.50 hours for 7.5 hour employees or 360 hours for 8 hour employees). If the employee subsequently reduces the amount of leave carried over, the reduced amount, if in excess of forty-five (45) days (or appropriate hours), shall become the employee's maximum carry over into future years. If the employee further reduces the amount of such leave carried over to forty-five (45) days (or appropriate hours) or less, forty-five (45) days (or appropriate hours) shall become the maximum amount of unused annual leave the employee may thereafter carry over.

2. Workweek Schedules of More Than Five (5) Days: Full-time employees on regularly scheduled workweek of more than five (5) days shall be permitted to carry over from one calendar year to the next any unused annual leave up to a total accumulation that is equivalent to the maximum carry-over of forty-five (45) days (or appropriate hours) for employees on a five (5) day per workweek schedule. For example: The maximum carry-over annual leave for employees regularly scheduled to work six (6) days per workweek shall be 405 hours for a 7.5 hour employee or 432 hours for an 8 hour employee.

Permanent Part-Time Employees. Permanent part-time employees shall be permitted to carry over from one calendar year to the next any unused annual leave up to a total accumulation that, on a pro rata basis, produces the equivalent maximum accumulation of the employees who on a five (5) days per workweek schedule. EXCEPT THAT, permanent full-time employees who subsequently become permanent part-time employees shall be permitted to carry over from one calendar year to the next, any unused annual leave up to a total accumulation of forty-five (45) days. If the employee subsequently reduces the amount of such leave carried over to an amount that still exceeds the pro rata equivalent maximum carry-over, as stated above, then the reduced amount, shall become the employee's maximum carry-over into future years. If the employee further reduces the amount of such leave carried over to or below the pro rated amount determined to be appropriate for the employee's work schedule, then the appropriate pro rated amount shall become the maximum amount of unused leave the employee may thereafter carry over from one calendar year to the next.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2001-17

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN EMERGENCY ORDINANCE TO TAKE NECESSARY ACTION TO PROTECT THE HEALTH & WELL BEING OF THE OCONEE COUNTY CITIZENS DURING THE "ENDURING FREEDOM" CAMPAIGN"

WHEREAS, the United States of America was attacked by terrorists Tuesday, September 11, 2001; and

WHEREAS, the President of the United States took action Sunday, October 7, 2001 to begin to bring those guilty of this action to justice; and

WHEREAS, if there should be an event or act of terrorism that affects the water, sewer, electrical or Oconee Nuclear Facility that may require immediate attention and action, we, the Oconee County Council Members give the Oconee County Supervisor-Chair the authority to take any and all steps necessary to control the situation so as not to endanger the health and well being of the citizens of Oconee County; and

WHEREAS, in the event there is a need for the National Guard or any other emergency agency, we, the Oconee County Council Members give the Oconee County Supervisor-Chair the authority to contact such agency(s) as she deems necessary and appropriate to insure the well being of our county and citizens; and

WHEREAS, the bringing of those responsible for the terrorist attack in the United States will most likely last more than the sixty days, the SC Code of Law allows for an emergency ordinance, the Oconee County Council recommends an identical ordinance be adopted for the duration of the "ENDURING FREEDOM" Campaign.

APPROVED & ADOPTED on first and final reading this 16th day of October 2001.

Ann H. Hughes
Supervisor-Chair
Oconee County Council

Attest:

Opal O. Green
Council Clerk



Margery Hoffman
Chairperson

Donald Peace, Jr.
1st Vice Chairperson

Cynthia Swafford
2nd Vice Chairperson

Josephine Thomas
Treasurer

Douglas A. Wright
Executive Director

Administrative Office
403 Jefferson Avenue
P.O. Box 103
Anderson, SC 29622
Tele: 864-225-3370
Fax: 864-225-0215

Oconee Senior Center
101 Perry Avenue
Seneca, SC 29879
Tele: 864-885-1510
Fax: 864-885-1509

September 12, 2001

The Honorable Ann Hughes
Oconee County Supervisor
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Hughes:

November 15, is going to be an exciting day for the Anderson-Oconee Council On Aging. This is the day that we will hold our Annual Banquet at the Ramada Inn in Clumson, South Carolina, and unveil the plans for our future Senior Citizen Center that will be located in Anderson at the former Market Place Cinema. At this time we will also introduce our new agency's name and logo. All of these activities will mark the beginning of a new era for Senior Citizens in Anderson and Oconee Counties.

We would like very much for you to be a part of this new direction in our future by becoming one of our banquet sponsors. The banquet will feature a well-known speaker and will be attended by over 150 people. We are requesting a donation of \$250.00 to help us with our plans. For this amount Oconee County will be a part of this event and will be listed as a sponsor in our annual report and again in our newsletter. I will call on you to talk with you further about this request.

Thank you for your support and the support you have given us in the past.

Sincerely,

Douglas A. Wright
Executive Director

Oconee County Parks & Recreation Commission
Regular Meeting Minutes
415 South Pine Street
Walhalla, South Carolina
October 15, 2001
5:00 P.M.

Commission members present were: Tim Mays, Chairperson; Mike Lemons, Ken Davis, Pat Criner and Vickie Satterfield, Deputy Director Parks.

Commission members absent: Larry Brandt.

Visitors were: Jeff Schiallo, Joyce Belmore, Larry Dabe and Darlene Chapman of the Tamassee-Salem Recreation Department.

CALL TO ORDER

The meeting was called to order by Mr. Mays at 5:05 p.m.

APPROVAL OF MINUTES

Upon a motion by Mr. Davis, seconded by Mr. Criner and unanimously carried, the minutes of the regular meeting of Monday, September 17, 2001 were approved as presented by Mr. Mays.

RECOMMENDATION OF DISTRICT I RECREATION FUNDS

Upon a motion by Mr. Lemons, seconded by Mr. Criner and unanimously carried, the Commission after careful consideration agreed to recommend to Oconee County Council the following funds be approved for the Tamassee-Salem Recreation Department: (attached copies of Tamassee-Salem requests)

(1)	Glass basketball backboards including goals	\$ 4,750
(2)	Game officials	800
(3)	Uniforms	1,209
(4)	Twenty basketballs	750
(5)	One basketball storage cabinet	250
(6)	One scorekeeper table	250

TOTAL AMOUNT RECOMMENDED

\$ 8,009

(Funds already budgeted and to be taken from Account Number 010-202-30850)

NEW BUSINESS

The Commission would like to re-visit requests for uniforms and have a work session to identify, assess and establish criteria for next year.

UNFINISHED BUSINESS

Upon a motion by Mr. Lemons, seconded by Mr. Cromar and unanimously carried, the Commission would like to recommend to Uconee County Council to hire a consultant, preferably from Uconee County, to work with them in preparing a master plan for recreation until the year 2020. They do not feel having an outside company come in will accomplish an in-depth study of our recreational needs. They would like to have meetings in all five districts from various socio-economic and ethnic backgrounds including senior citizens and the physically challenged to help address these needs. County Council has already approved up to \$30,000 for a recreation master plan. Ms. Satterfield is to talk with Ms. Hughes about the recommendation.

ADJOURNMENT

The meeting was adjourned at 5:55 p.m.

Vickie L. Satterfield
Deputy Director Parks

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

TAMASSE SALEM RECREATION DEPT

Address

P.O. Box 37, TAMASSE, SC 29986

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$5760.00 ^{1,000}

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

TWO (2) CLEAR ADJUST-A-GOAL BACKBOARDS
TO BE INSTALLED AT THE TAMASSE PAR GYM.

<u>SINGLE POST-ELECTRIC</u>	<u>\$1050.00 / EACH</u>
<u>FAN BOARDS</u>	<u>550.00 / EACH</u>
<u>4 1/2 X 7 1/2 FEET BOXES</u>	<u>605.00 / EACH</u>
<u>POWER DRIVE</u>	<u>102.00 / EACH</u>
<u>PERFORATE HOV WINDOW</u>	<u>570.00 / EACH</u>

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001 Ending 2/2002

5. APPLICANT CATEGORY

Non-profit Organization: Incorporation date 6/22/99

(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRS# 57-101761

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization:

TAMASSEE SALEM RECREATION CORP

Address:

P.O. Box 39, TAMASSEE, SC 29686

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$ 800.00

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

GAME OFFICIAL FEES 01/02 SEASON

\$10/OFFICIAL PER GAME

5 GAMES PER WEEK

\$200 END OF SEASON TOURNAMENT

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001

Ending 02/2002

5. APPLICANT CATEGORY

Non-profit Organization: Incorporation date 6/22/98
(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRS# 57-1011301

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

TAMASSE SALEM RECREATION CORP

Address

P.O. Box 39, TAMASSE, SC 29686

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$ 750.00

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

WILSON / SPAULDING BASKETBALLS FOR
01/02 SEASON
20 EACH @ \$37.45

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001 Ending 03/2002

5. APPLICANT CATEGORY

Non-profit Organization; Incorporation date 6/22/99
(Must be recognized by the State of South Carolina)

Elected Organization under IRS Code: IRS# 57-1011361

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

TAMASSEE SALEM RECREATION CORP

Address

P.O. Box 39 TAMASSEE, SC 29686

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$ 1200.75

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

UNIFORMS FOR 01/02 SEASON
TO EACH YOUTH REVERSIBLE MESH TANK WITH
SPONSORS NAME AND PLAYER NUMBER

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001 Ending 2/2002

5. APPLICANT CATEGORY

Non-profit Organization: Incorporation date 6/22/98
(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRS# 57-1011361

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

TAMASSEE SALEM RECREATION CORP

Address

P.O. Box 39, TAMASSEE, SC 29686

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$ 250.00

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

ONE (1) 2 X 4 X 6 STORAGE CABINET FOR BASKETBALLS AND EQUIPMENT. ALL WOOD CONSTRUCTION W/ HINGED DOOR AND LOCK

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001 Ending 2/2002

5. APPLICANT CATEGORY

Non-profit Organization: Incorporation date 5/22/98
(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRS# 57-101361

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

TAMASSEE SALEM RECREATION CORP

Address

P. O. Box 39, TAMASSEE, SC 29686

2. DISTRICT FUNDS REQUESTED

Amount of funds requested \$ 250.00

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

ONE (1) SCOREKEEPER/TIMEKEEPER TABLE
FOR THE TAMASSEE DAB CYM. ALL SEASON
CONSTRUCTION 2 1/2' W X 6' L X 2 1/2' H

4. APPROXIMATE DATES OF PROJECT

Beginning 11/2001 Ending 2/2002

5. APPLICANT CATEGORY

Non-profit Organization: Incorporation date 6/22/98
(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRS# 57-101130



Oconee County

Area Served by Charter Communications: North East part of County by Salem and Keowee Key

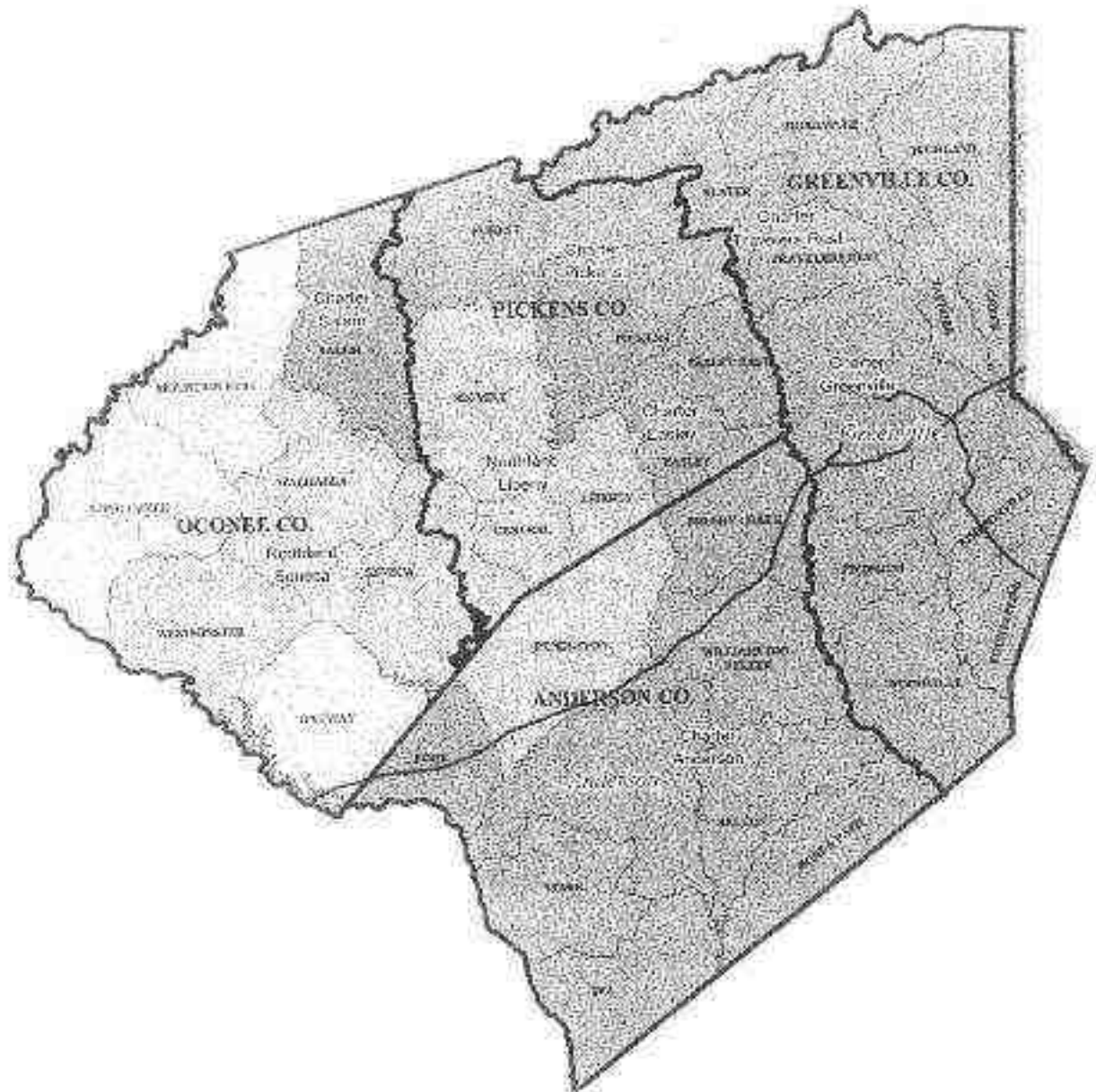
The areas have three separate franchises

Subscribers: Oconee County 394 Salem 25 Keowee Key 1707

Upgrade plans: Around the upstate Charter has been upgrading its trunk and distribution plant switching out its trunk lines from coaxial cable to fiber optics. The fiber optics allows us to deliver a clearer more reliable signal. Currently we plan on extending our fiber optic lines from Pickens County, where we expect to be at year end, by the third quarter of next year.

Charter Digital Direct (CDD): This year, in an attempt to offer Oconee County subscribers new services, we launched Charter Digital Direct. This small dish service interfaces with our current analog lineup and offers 44 digital basic channels, 41 optional premium channels like HBO and Starz, access to over 15 pay per view channels and 37 commercial free digital audio channels, as well as a navigator guide that gives you more options like parental control and the ability to set advance program reminders.

OCONEE COUNTY



Digital Music Choice

- 900 Hotter Hits
- 901 Adult Contemporary
- 902 Classic Hits Blend
- 903 70's Hits
- 904 80's Hits
- 905 Alternative Rock
- 906 Classic Rock
- 907 Album Rock
- 908 Coverhouse Rock
- 909 Rock & Roll Oldies
- 910 Golden Oldies
- 911 Contemporary Christian
- 912 Gospel
- 913 Reggae
- 914 Urban Beat
- 915 Rap
- 916 Urban Adult Contemporary
- 917 Blues
- 918 Classic R & B
- 919 Modern Country
- 920 Rock n Country
- 921 New Age
- 922 Trends
- 923 Dance
- 924 Retro Dance/Disco
- 925 Great Standards
- 926 Acid Jazz
- 927 Classic Jazz
- 928 Smooth Jazz
- 929 Jazz Vocal Blends
- 930 Contemporary Instrumentals
- 931 Soft Hits
- 933 Symphonic
- 934 Lite Classical
- 935 Childrens
- 936 Holidays & Happenings
- 937 The Listening Room

Charter Digital Direct

PRICING

Individual

- Linear Basic \$17.95
- Expanded Basic \$22.50

\$33.95

Charter Digital Direct Services

- CDI Basic Complete \$49.95/month
- CDI MVP Package \$64.95/month
- Digital Converter/Remote \$6.95/each
- PPV Movies \$3.99/each

Installation

- Standard Installation \$42.50
- Drop Box/ \$25.00
- Reconnect \$25.00
- Transfer Service \$25.00
- Hourly Service Charge \$23.50
- Wire Maintenance \$2.95

Prices exclude monthly fees for basic and expanded services, as well as applicable taxes and franchise fees. Pricing and programming subject to change.

Charter Digital Direct

Channel Line-up

Keowee Key
Customer Service
226-6605

After Hours Repair: 800-955-7766
Office Hours: M-F 8:00am-5pm
Repair: 24 Hours